

## REMARKS

Applicants have amended claims 13 and 18, and have cancelled claims 1-12, during prosecution of this patent application. Applicants are not conceding in this patent application that the subject matter encompassed by said amended and cancelled claims are not patentable over the art cited by the Examiner, since the claim amendments and cancellations are only for facilitating expeditious prosecution of this patent application. Applicants respectfully reserve the right to pursue the subject matter encompassed by said amended and cancelled claims, and to pursue other claims, in one or more continuations and/or divisional patent applications.

The Examiner objected to claims 13 and 22 because of informalities.

The Examiner rejected claims 13 and 18 under 35 U.S.C. § 112, second paragraph, as being indefinite for allegedly failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

The Examiner rejected claims 13-22 under 35 U.S.C. § 103(a) as allegedly being unpatentable over U.S. Patent Application Publication No. 2007/0027803 to Brandes et al., in view of U.S. Patent Application Publication No. 2002/0120585 to Talker.

Applicants respectfully traverse the claims objections and the § 112 and § 103 rejections with the following arguments.

**Claims Objections: Claims 13 and 22**

The Examiner objected to claims 13 and 22 because of informalities.

The Examiner argues: "Claims 13 and 22 are objected to because of the following informalities: "SMS" should be --Short Messaging Service--."

In response, Applicants believe that the Examiner had intended to object to claims 13 and 18 instead of to claims 13 and 22.

In response, Applicants have amended claims 13 and 18 to recite "Short Messaging Service (SMS)".

Accordingly, Applicants respectfully request that the claim objections be withdrawn.

**35 U.S.C. § 112, Second Paragraph: Claims 13 and 18**

The Examiner rejected claims 13 and 18 under 35 U.S.C. § 112, second paragraph, as being indefinite for allegedly failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

The Examiner argues: "The phrases "a first user telephone number" and "a second user telephone number" are unclear. Are these telephone numbers the same or are they different? Are the telephone numbers from the same user?".

In response, Applicants respectfully contend that the language "said transaction server verifying that the second user telephone number matches the first user telephone number" discloses that the first and second telephone numbers are verified to be the same telephone number.

In further response, Applicants respectfully contend that the language "a first user telephone number of the wireless device of the user" and "second user telephone number of the wireless device of the user" disclose that the first and second telephone numbers are both of the wireless device of the user. The phrase "the user" identifies one user for both the first and second telephone numbers.

The Examiner argues: "The phrases "the second user identification" and "the first user identification" are unclear. Are these user identifications the same or are they different?".

In response, Applicants respectfully contend that the language “the retailer had confirmed that the second user identification matched the first user identification” discloses that the first and second user identifications are confirmed to be the same user identification.

Accordingly, Applicants respectfully request that the rejection of claims 13 and 18 under 35 U.S.C. § 112, second paragraph be withdrawn.

**35 U.S.C. § 103(a): Claims 13-22**

The Examiner rejected claims 13-22 under 35 U.S.C. § 103(a) as allegedly being unpatentable over U.S. Patent Application Publication No. 2007/0027803 to Brandes et al., in view of U.S. Patent Application Publication No. 2002/0120585 to Talker.

Applicants respectfully contend that claims 13 and 18 are not unpatentable over Brandes in view of Talker, because Brandes in view of Talker does not teach or suggest each and every feature of claims 13 and 18.

For clarification, Applicants assume that in Brandes, FIG. 1: the buyer (13) represents the claimed user, the seller (14) or “merchant” represents the claimed retailer, and the server (20) within the payment center (17) represents the claimed transaction server.

A first example of why claims 13 and 18 are not unpatentable over Brandes in view of Talker is that Brandes in view of Talker does not teach or suggest the feature: “said transaction server receiving a Short Messaging Service (SMS) message from a wireless device of a user, ... said transaction server receiving, from a carrier transporting the SMS message to the retailer, said SMS message comprising a retailer identification identifying the retailer”.

The Examiner argues that Brandes, Par. [0028] discloses the preceding feature of claims 13 and 18.

In response, Applicants note that Brandes, Par. [0028] recites: “first verifying means for verifying in the data storage means whether a first message received through the telecommunication means contains an admissible telephone number of an associated payer and an admissible identification code of an associated payee, said first verifying means generating a

first acceptance message when they detect an admissible identification code and an admissible telephone number”.

Applicants assert that the preceding quote from Brandes, Par. [0028] does not disclose that the first message (comprising the identification code of a payee) is received from the wireless device of the buyer (13) (i.e., the user) as claimed.

Applicants assert that Brandes, Par. [0141] discloses that the server (20) verifies the merchant's identity from the source of the communication (2a). However, Brandes, Par. [0136] discloses that the communication (2a) is received by the payment center (17) (which includes the server (20) from the seller (14). The buyer (13), who represents the claimed user, is not involved in the communication of the merchant's identity. Thus, there is no disclosure in Brandes of a communication message from the wireless telephone of the buyer (13) to the server (20) such that the communication message comprises the merchant's identity as claimed.

Therefore, Brandes in view of Talker does not disclose the preceding feature of claims 13 and 18.

A second example of why claims 13 and 18 are not unpatentable over Brandes in view of Talker is that Brandes in view of Talker does not teach or suggest the feature: “said transaction server receiving a Short Messaging Service (SMS) message from a wireless device of a user, ... said transaction server receiving, from a carrier transporting the SMS message to the retailer, a second user telephone number of the wireless device of the user”.

The Examiner argues that Brandes, Pars. [0150] and [0093] disclose the preceding feature of claims 13 and 18.

In response, Applicants note that Brandes, Pars. [0150] and [0093] do not disclose a message from the wireless device of the buyer (13) (i.e., the user) that includes a telephone number of the wireless device of the user as claimed..

Applicants assert that Brandes discloses that:

(i) the buyer (13) communicates the telephone number (MSISDN) of the buyer's mobile telephone to the seller (14) (see Brandes, Par. [0135}); and

(ii) the seller (14) communicates this MSISDN to the payment center (17) (see Brandes, Par. [0136])).

Therefore, the preceding content in Brandes, Pars [0135]-[0136] discloses that the server (20) receives the telephone number (MSISDN) of the buyer (13) from the mobile telephone of the buyer (13) via the seller (14) and not via a carrier as claimed.

Therefore, Brandes in view of Talker does not disclose the preceding feature of claims 13 and 18.

A third example of why claims 13 and 18 are not unpatentable over Brandes in view of Talker is that Brandes in view of Talker does not teach or suggest the feature: "said transaction server sending the confidential user information to the POS comprised by the retailer".

The Examiner argues that Brandes, Pars. [0073] and [0056] disclose the preceding feature of claims 13 and 18.

In response, Applicants note that Brandes, Pars. [0056] and [0134]-[0135] identifies the confidential information as being a secret code related to the user's mobile telephone number but

different from user's mobile telephone number (MSISDN). Brandes, Pars. [0073] does not appear to be relevant to the preceding feature of claims 13 and 18.

Applicants note that Brandes, Par. [0161] recites: "Then the server (20) verifies by means of third verifying means (20c) the secret code transmitted by the buyer (13)", which discloses that the server (20) receives the secret code from the buyer (13). However, Brandes does not disclose that the server (20) sends the secret code to the POS comprised by the seller (14) (i.e., the merchant) as claimed.

Therefore, Brandes in view of Talker does not disclose the preceding feature of claims 13 and 18.

A fourth example of why claims 13 and 18 are not unpatentable over Brandes in view of Talker is that Brandes in view of Talker does not teach or suggest the feature: "said transaction server receiving from the retailer payment information comprising a fee required to be paid by the user to the retailer with respect to the transaction, said receiving the payment information occurring *after* the user had entered on the POS a second user identification identifying the user and the retailer had confirmed that the second user identification matched the first user identification".

The preceding feature of claims 13 and 18 requires that the transaction server receives the payment information from the retailer *after* the user had entered on the POS a second user identification identifying the user and the retailer had confirmed that the second user identification matched the first user identification, which Brandes in view of Talker does not disclose.



The Examiner alleges that Talker discloses the POS entry step (i.e., the user had entered on the POS a second user identification identifying the user) and the user ID confirmation step (i.e., the retailer had confirmed that the second user identification matched the first user identification).

Applicants assert that Brandes, Par. [0136] discloses that the server (20) receives the payment information from the seller (14) in the step of communication (2a), which is only the second step in Brandes' method. The first step (1a) has the buyer (13) communicating the buyer's mobile telephone number (MSISDN) to the seller (14).

There is no content in Brandes in view of Talker allegedly disclosing that the communication (2a) step of the server (20) receiving the payment information from the seller (14) occurring *after* the POS entry step and the user ID confirmation step as claimed.

Therefore, Brandes in view of Talker does not disclose the preceding feature of claims 13 and 18.

Based on the preceding arguments, Applicants respectfully maintain that claims 13 and 18 are not unpatentable over Brandes in view of Talker, and that claims 13 and 18 are in condition for allowance. Since claims 14-17 depend from claim 13, Applicants contend that claims 14-17 are likewise in condition for allowance. Since claims 19-22 depend from claim 18, Applicants contend that claims 19-22 are likewise in condition for allowance.

### CONCLUSION

Based on the preceding arguments, Applicants respectfully believe that all pending claims and the entire application meet the acceptance criteria for allowance and therefore request favorable action. If the Examiner believes that anything further would be helpful to place the application in better condition for allowance, Applicants invites the Examiner to contact Applicants' representative at the telephone number listed below. The Director is hereby authorized to charge and/or credit Deposit Account 09-0457 (IBM).

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